

Equine Activity Release and Hold Harmless Agreement

I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with J. A. Tolcou (Instructor), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

I am aware that horseback riding is an athletic event, which poses potentially serious risks of injuries or death to its participants. I understand that my horse or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the best trained, are often unpredictable and difficult to control.

With this waiver I accept notice of the provision of Section 3.1-796.130 through 3.1-796.133 of the Code at Virginia, which states in part: That there are inherent risks in equine activities, including {i} the propensity of an equine to behave in dangerous ways which may result in injury to the participant; {ii} the inability to predict an equine's reaction to sound, movements, objects, persons or animals; and {iii} hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by J. A. Tolcou.

Furthermore, with this document, I expressly assume the risk of injury or death due to negligence by J. A. Tolcou, agents, employees, staff, or guests for my own safety or for the safety of my minor child or horse.

With the knowledge of the foregoing, as an inducement for J. A. Tolcou, I hereby agree to waive or release any and all rights that I or my heirs may have to make claim against J. A. Tolcou and participants arising from any damages, injury, or death which I might sustain or which might occur to any horse I am riding as a result of my horseback riding. I further agree to indemnify all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others arising from riding on the property at _____

_____, or following or participating on foot. Furthermore, I agree to indemnify J. A. Tolcou for any injury, death, and loss of or damage to any personal property, which might occur during riding or social functions sponsored by J. A. Tolcou or held in her behalf or for her benefit.

By signing this release and waiver, I understand that I am giving up any right I have to sue or make claim which I might have or which might subsequently arise or occur against J. A. Tolcou and participants for any injuries I might sustain while horseback riding or participating, but not limited to, grooming, walking, tacking,

untacking, boarding, feeding said horse (s), or any interactions with other horses. It is my intent to give up those rights, and I do so knowingly and voluntarily.

Signature: _____ **Date:** _____

Printed Name: _____

Parent or Guardian Release and Waiver

I am the parent or guardian of _____
and on the minor's behalf and on behalf of all other parents or guardians of the minor, I accept the release and waiver of liability at the top of this form as an inducement for allowing my child, or this minor. I further authorize any emergency medical care, which may be necessary. I represent and warrant that I have the authority to give this release.

Signature of Parent or Guardian: _____

Date: _____

Printed Name: _____